



## KWAZULU-NATAL PROVINCIAL LEGISLATURE

FOR OFFICIAL USE

**DESCRIPTION:** APPOINTMENT OF A SERVICE PROVIDER FOR THE  
MANAGEMENT OF CELLPHONE AND DATA CONTRACTS IN THE KZN  
LEGISLATURE FOR A PERIOD OF 48 MONTHS

Bid No. : **KZNL 05/2020**

Company Name \_\_\_\_\_

Registration No. \_\_\_\_\_

## Type of Bidder (Tick One Box)

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

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**RETURN OF PROPOSAL**

Proposal must be deposited in the **Bid box** situated at **Ground Floor, KwZulu Natal Legislature, Albetina Sisulu Admin Building, 244 Langalibalele Street PIETERMARITZBURG 3201** before **11h00 on the 7<sup>th</sup> September 2021**.

**KWAZULU-NATAL LEGISLATURE**  
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## SECTION A

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 5/2020** CLOSING DATE: **7 September 2021** CLOSING TIME: **11:00**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE MANAGEMENT OF CELLPHONE AND DATA CONTRACTS IN THE KZN LEGISLATURE FOR A PERIOD OF 48 MONTHS.**

CONTRACT PERIOD: 48

VALIDITY PERIOD: 120 DAYS

**Tender Briefing session will be held on the 13 August 2021 at 11:00 via Microsoft teams . Interested bidders are requested to forward their email addresses and name of the company to Mr G. Ngcamu on [Ngcamun@kznleg.gov.za](mailto:Ngcamun@kznleg.gov.za) and Ms Londeka Zuma on [Zumal@kznleg.gov.za](mailto:Zumal@kznleg.gov.za) by 12 August 2021 end of business day.**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service**

**BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

Ground Floor, KZN Legislature  
244 Langalibalele Street  
PIETERMARITZBURG  
3201

**THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:**

**MONDAY TO THURSDAY 08:00 TO 16:00  
FRIDAY (EXCLUDING PUBLIC HOLIDAYS)  
08:00 TO 14:00**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE (CSD) NO.** \_\_\_\_\_

HAS A VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES ☐ NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES ☐ NO ☐  
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐

A REGISTERED AUDITOR ..... ☐

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES ☐ NO ☐  
**[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**TOTAL BID PRICE: R**.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** Mr N Ngcamu  
**Tel:** 033 355 7548  
**E-mail address:** [ngcamun@kznleg.gov.za](mailto:ngcamun@kznleg.gov.za)

## SECTION B

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialled.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid Tax Clearance Tax Clearance Certificates and pin . (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Only bids that were submitted with a valid Tax Clearance certificate will be considered.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

## SECTION C (SBD 2)

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate and pin must be submitted together with the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:**

\_\_\_\_\_  
**SURNAME AND INITIALS OF COMPANY REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

COMPANY OFFICIAL STAMP

## SECTION D (SBD 4)

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative: .....
- Of (Company Name).....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder YES ☐ NO ☐  
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person .....  
connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars: .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES ☐ NO ☐  
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES ☐ NO ☐

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES ☐ NO ☐

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES ☐ NO ☐

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME)\_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## SECTION E (SBD 6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

- v) Specify, by ticking the 

YES		NO	
-----	--	----	--

 appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the KwaZulu-Natal Legislature in accordance with the requirements and specifications stipulated in bid number **KZNL 5/2020** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....  
 CAPACITY .....  
 SIGNATURE .....  
 NAME OF FIRM .....  
 DATE .....

## WITNESSES

1 .....  
 .....  
 2. ....  
 .....  
 DATE:.....

**CONTRACT FORM PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as.....  
accept your bid under reference number ..... dated .....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	
<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	
<b>BRAND</b>	
<b>DELIVERY PERIOD</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION &amp; CONTENT (if applicable)</b>	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....



[illegible]

## SECTION F

### CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
 .....  
 .....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

## 6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
  - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

**FULL NAME (IN BLOCK LETTERS)**

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY** .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS).....

**POSTAL ADDRESS**

.....POSTAL CODE.....

**TELEPHONE NUMBER:** .....

FAX NUMBER: .....

**CELL PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

## SECTION G

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on ..... 20.....,  
Mr/Ms .....whose  
signature appears below) has been duly authorised to sign all documents in connection with this  
bid on behalf of (Name of Company).....

IN HIS/HER CAPACITY AS: .....

#### SIGNED ON BEHALF OF COMPANY:

.....  
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 .....

2 .....

#### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as .....

.....

SIGNATURE..... DATE.....

## C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
 hereby authorise ..... to sign this bid as well as any contract  
 resulting from the bid and any other documents and correspondence in connection with this bid and  
 /or contract on behalf of (*company name*) .....

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

## D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, **a certified copy** of the Founding Statement of such corporation shall be included with the bid, together with the **resolution by its members authorising a member** or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

..... Mr/Ms....., whose  
 signature appears below, has been authorised to sign all documents in connection with this bid on  
 behalf of

(Name of Close Corporation) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
 (PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

## E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNED ON BEHALF OF CO-PERATIVE:.....  
(PRINT NAME)

IN HIS/HER CAPACITY AS:.....DATE:.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

## F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

### AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on ..... 20 .....

Mr/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
(PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITNESS: - 2.....

## G. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Ms.....,Mr/Ms.....,

Mr/Ms.....and Mr/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

## SECTION H (SBD 8)

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- 4 abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b> The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:.....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:.....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:.....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:.....		

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_ CERTIFY  
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

## SECTION I (SBD 9)

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SECTION J

### SPECIAL CONDITIONS OF CONTRACT

#### 1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

#### 2. APPEALS/OBJECTIONS

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

#### 3. AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

#### 4. BID PRICING

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

#### 5. CHANGE OF ADDRESS

- 5.1 Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

#### 6. COMMUNICATION

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
PRIVATE BAG X 9112  
PIETERMARITZBURG  
3200

#### 7. COMPLETION OF SPECIFICATION

- 7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

#### 8. COMPLETENESS OF BID

- 8.1. Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

#### 9. CONDITIONS OF BID

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.
- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 9.5 Bidders must provide the following particulars about themselves as part of the bid:

- 9.6.1 Where they have their Headquarters
  - 9.6.2 Where they have their Regional Office.
  - 9.6.3 Name, address and telephone number of bankers together with their bank account number.
  - 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.
- 9.6 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:
- 9.7.1 By whom, or with whose assistance, was the business plan drafted?
  - 9.7.2 By whom, or with whose assistance, were the bid prices calculated?
  - 9.7.3 Whose advice is relied on?
  - 9.7.4 Who will provide financial support?
- 9.7 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.
- 9.8 The successful bidder must be prepared to take over contracts gradually as they expire from the existing obligation with the current service provider.

## **10. CONTRACT PERIOD**

- 10.1 The contract period : **48 MONTHS**
- 10.2 The KZN LEGISLATURE reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

## **11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

- 11.1 The bidder must furnish the following details of all current contracts:
- (i) Date of commencement of contract/s;
  - (ii) Expiry date/s;
  - (iii) Value per contract; and
  - (iv) Contract details. That is, with whom held, phone number and address/s of the company.

## **12. EQUAL BIDS**

- 12.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

## **13. EXECUTION CAPACITY**

- 13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document

## **14. EXTENSION OF CONTRACT**

- 14.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## **15. IRREGULARITIES**

Companies are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **16. JOINT VENTURES**

- 16.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 16.2 Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 16.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## **17. LATE BIDS**

- 17.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 17.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## **18. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN LEGISLATURE.

## **19. TAX CLEARANCE CERTIFICATE**

- 19.1 a valid Tax Clearance Certificate and pin must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate may invalidate your bid (as at the closing date of this bid) unless a valid, original Tax Clearance Certificate is already in the possession of the KZN Legislature's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.
- 19.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid at the closing date and time of bid.

## **20. UNSATISFACTORY PERFORMANCE**

- 20.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
  - (A) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:
    - (i) take action in terms of its delegated powers
    - (ii) make a recommendation for cancellation of the contract concerned.

## **21. VALIDITY PERIOD AND EXTENSION THEREOF**

The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this KZN Legislature may request the bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## **22. VAT**

- 22.1 Bid prices must be inclusive of VAT.
- 22.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - (a) The name, address and registration number of the supplier;
  - (b) the name and address of the recipient;
  - (c) an individual serialized number and the date upon which the tax invoice is issued;
  - (d) a description of the goods or services supplied;

- (e) the quantity or volume of the goods or services supplied;
- (f) either –
  - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **23. REQUIREMENTS**

### **REGISTRATION WITH THE STATUTORY BODIES**

- A) The bidder must be registered for Workmens Compensation & UIF.

## **24. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

## **25. Previous Experience**

The Bidder must furnish the following details of all previous contracts.

- (a) Date of commencement of contract/s;
- (b) Expiry date/s;
- (c) Value per contract; and
- (d) Contract details: That is, with whom held, phone number and address/s of the company.

**ANNEXURE “A”**

**BID SPECIFICATION  
Or**

**Terms of Reference**

**And  
Price page/schedule**

**BID NUMBER: KZNL 05/2020**

## **SPECIFICATONS FOR CELL PHONES & DATA CONTRACTS**

### **1. BACKGROUND OF THE KZN LEGISLATURE**

The KwaZulu-Natal Provincial Legislature (KZNL) is a provincial arm of the Republic of South Africa. Its roles and responsibilities are defined and spelt out in Chapter 6 of the Constitution. The Legislature delivers on KZN citizenry mandate to be both its custodian of democracy as well as its oversight agent, ensuring that government delivers on its political promises made during the electoral process.

In line with its legislative mandate, its objectives are to deepen democracy and activism in KwaZulu-Natal, through robust oversight, effective public participation and efficient law making. Financial Management of Parliament and Provincial Legislatures Act, 2009 (Act No. 10 of 2009), as amended identifies one of the Accounting Officer's functions as that of maintaining effective, efficient and transparent systems of financial management. The acquisition of goods and services is therefore underpinned by the ethos of the Act.

### **2. INTRODUCTION**

Cell phones and data cards ( relevant speed) have become an extremely useful tool in facilitating effective and efficient service delivery, and are regarded as a working tool for maintaining lines of communication to assist Members and employees in the performance of Legislature functions. The purpose of this document is to define and document the Legislature's requirements of a sound and improved cell phone management service structure/ strategy that is based on the Institution's Operational experience with Members and Staff.

It is in this regard that the KZN Legislature wishes to invite responses to this Request for Proposal (RFP) reference number KZNL 05/2020 in order to appoint a suitably qualified and experienced service provider/s to deliver services to the Legislature as specified in this RFP

The appointment of a successful service provider is subject to the conclusion of a service level agreement between the Legislature and the service provider. The term of the corporate subscriber agreement or contract shall commence from the date to be agreed by Legislature and the successful bidder and shall endure for a period 4 years, unless terminated by either party, and subject to the terms and conditions as agreed in the service level agreement.

The successful Service Provider must be able to provide the Legislature with a corporate global corporate account that will house multiple individual 24 month cellular contracts for voice and data services in compliance with specifications as outlined the contents of this Request for Proposal.

### **3. RFP SPECIFICATIONS**

#### **3.1 GENERAL REQUIREMENTS**

The successful Service Provider must be able to provide the Legislature with a corporate cellular contract for voice and data services provided that such provision of services will comply with the contents of this Request for Proposal as well as the Service Level Agreement.

For the duration of contract the service provider will be expected to ensure the following:

- a) A suitably qualified and experienced Business Relations Manager is allocated to the Legislature for the duration of the contract. The frequency of formal meetings will be determined by the Legislature and the Service Provider.
- b) A suitably qualified and experienced Help Desk /Liaison Official is allocated to the Legislature for the duration of the contract. A detailed engagement process with the Help Desk /Liaison Official is provided with E-mail Addresses, where this will be used for the day to day engagements between the Legislature and the Service Provider. The Frequency of formal meetings between the Liaison officers will be determined by the Legislature and the Service Provider.
- c) Provide usage reports on a monthly basis, content of reports to agree upon by the Legislature and the Service Provider.
- d) On a day to day basis provide services as per the below table of ‘Services and Turnaround times’
- e) Insurance options on cell phones (This will be optional and will be agreed upon with the successful bidder.)
- f) For the duration of contract, the service provider **must** ensure that each cell phone line that has a limit and soft locks on a monthly basis once the total airtime/minute balance has been depleted. Thereafter the end user must be able to top the line up with pay as you go airtime and until the new month begins and the line is credited with airtime balance.
- g) Monitor and improve strength of the network in certain areas on request by the KZN Legislature or voluntarily.

### **3.2 Pre-Contract Conditions & Transitional arrangements/migration**

- a) The incumbent service provider must be provided with 60 days’ notice to cancel the existing contracts
- b) At the date of inception of the corporate contract, the service provider will be required to retain existing numbers as well as provide the Legislature with new cell phone and relevant speed lines with new cell phone handsets and relevant speedmodems respectively.

### **3.3 Corporate Account Management Requirements**

- 3.3.1** The Service Provider must show that it has-a national footprint, with extensive coverage in the KZN Province and are able to service the Legislature’s main office in Pietermaritzburg, KwaZulu-Natal. They must be able to provide any combination of cellular voice / data packages and handsets for an estimated total of **298** voice lines and **300** data lines. The Service Provider must also be able to provide any additional number of handsets and / or packages during the period of the contract as and when the need arises.
- 3.3.2** Preparedness to attend to network strength at a member/ staff area of residence
- 3.3.3** Provision of billback bases
- 3.3.4** The bidder must demonstrate how the account will be managed and the type of management reports of detailed expenses that will be made available on a monthly basis.
- 3.3.5** Listed hereunder are some of the expectations that the Legislature anticipates to get from out of the corporate agreement:

- a) Advise the Legislature on a monthly basis of new packages structures that users may qualify for.
- b) Pay in structures for devices linked to packages when upgrading
- c) **10** VIP users to upgrade every 12 months on the 24 Months contract (number of VIP users may vary during the contract depending on the organisational changes in policies)
- d) Discount on airtime
- e) User' packages categorised to be tiered with suitable and latest devices
  - i. High end users
  - ii. Medium end users
  - iii. Low end users
- f) Access to an online system tool which will allow the Legislature's Administrator to perform the following:
  - i. View monthly statements
  - ii. Billed and unbilled invoice enquiry
  - iii. Perform sim swaps, and soft locking of lines
  - iv. Blocking and unblocking /cancellation procedures
  - v. Overall billing reporting - electronic data exchange
  - vi. Tiered reporting by number ranges (packages)
  - vii. General reporting – electronic data exchange
- g) Service Provider to specify partnership agreements with international mobile roaming partners
- h) Supply the Legislature with 10 smart loan devices.
- i) Access to web portal to log queries immediately
- j) Provision of secure connectivity coverage
- k) To provide dedicated support for the account
- l) To allow the Legislature to keep spare sim cards to do the necessary sim swaps

## **4. REQUIREMENTS**

### **4.1 Tariffs & discounts**

- a) Bidders must indicate the various tariffs for each service.
- b) Discounts that are offered must be specified with an indication of the duration thereof. It must also be indicated what benefits the Legislature will gain and value-added services on offer to manage and reduce the costs.

### **4.2 Business Relations Manager**

- a) Must take calls from the Legislature at all times and if not available return calls on the same day or respond via sms or email.
- b) Supply necessary reports when requested
- c) Must ensure that all relevant forms required are submitted to the Administrator for different requests

### **4.3 Help Desk Services / Liaison Official**

The help desk officer / service will be responsible for providing day to day support on the services as required by this bid.

- a) Must be available 24 hours per day, from date of appointment and shall be at the full disposal of the Legislature for the duration of the contract.
- b) Must abide by the turnaround times agreed upon by both the Legislature and service provider

## **5. SERVICE LEVELS AND TURNAROUND TIMES**

The successful Service Provider must uphold services levels of a high standard and must ensure that turnaround times on all calls logged are resolved in the shortest time possible. The Legislature will evaluate service levels on a quarterly basis and any issues noted must be attended to and resolved by the Business Relations Manager. The services to be covered under the agreement that will ensue, includes the following:

- a) The provision of cellular services as per the tendered rates, fees and charges not exceeding 24 months per contract
- b) The provision of cellular phones as per the tendered amounts from the Service Provider from time to time
- c) The provision of specific cellular phones, not forming part of the contracts as set out in b) above, as might be required by the Legislature at costs to be negotiated between the Parties
- d) Support services which shall include:
  - i. Inform and supply the Legislature with the latest software as and when it becomes available to ensure the most efficient usage of cellular phones and related services available
  - ii. A technical advisory service to allow the Legislature access to technical support staff to telephonically guide setup and other technical related matters on each different cellular telephone including assistance at service centres.
  - iii. A repair service that includes a pick-up and drop off service at the respective premises of the Legislature
  - iv. The making available of replacement, or substituted and or loan cellular telephones as and when required
- e) A dedicated account and / or service manager acceptable to both parties
- f) The provision of advice and support for cellular services outside the boundaries of the Republic of South Africa, including, but not limited to roaming.

**Table 3: Turn Around Time In Hours**

**NB: Shorter turn-around time will be an added advantage**

Turn Around Time In Hours ( <b>Working Hours</b> )	Nature of call logged
Less than 8hrs	VIP queries
8hrs to less than 12hrs	Response to email requests
12hrs to less than 16hrs	SIM swops and other general queries
16hrs to less than 24hrs	Collection of repairs
24hrs and more	upgrades

**Table 6: Cell Phone Lines and Data Lines (with a relevant applicable speed not less than 4G) Turn Around Times**

	Service / Fault Type	Turn Around Times in Hours	Terms and Conditions
1	New Line Orders		
2	PIN/PUK Request		
3	SIM Swap		
4	Upgrade Enquiry		
5	Upgrade Process		
6	Upgrade Quotation		
7	Migration Process		
8	Migration Quote		
9	Account Enquiry		
10	Account Status Report		

	Service / Fault Type	Turn Around Times in Hours	Terms and Conditions
11	Activate Soft Lock		
12	Line Activation		
13	Back Orders		
14	Bulk and Activations		
15	Call Limit Lock		
16	Call Limit Lock Removal		
17	Line Cancellation process		
18	Cancellation Request/Quote		
19	Change Barring Status		
20	Customer MSISDN Swap		
21	Data and Blackberry Problems		
22	De-activate Soft Lock		
24	Deal Sheet		
25	General Queries		
26	GPRS Provisioning		
27	Hardware		
28	International Call Access		
29	International Roaming Activations		
30	Invoice / Statement Request		
31	Quick SIM		
32	Reactivation Request		
33	Repairs		
34	Request For Refund / credit Note		
35	Service Deletion		
37	Subscriber Update Details		
38	Temporary De-Activation		
39	Line transfers		
40	Dual lines		
41	Unlock Line		
42	WASP Dispute		
43	Porting		
44	Monthly reports		
45	Exception reports		

## 6. Categories of Cell Phone and relavant applicable speed Data lines

The categories of cell phone lines must be as per the table-----below, and must be top-up packages. The line should be credited with airtime balance as set out below, when the airtime has been used up the cell phone line **must soft lock** for that month giving the user an option to top-up the airtime or data, and the new balance starts afresh in the new month.

**Table --: Estimated Required voice packages (Number of cell phone lines)**

Current Packages (Top-up)	Average subscription	Quantity
Unlimited	R	10
R 1500	R	45
R 1200	R	127
9R 750	R	73
R 500	R	43

Total Number of lines across packages	298
---------------------------------------	-----

All voice packages must include a data bundle of at least 1GIG per month for the full duration of the package contract with the option to either increase or decrease the data bundle size in any month of the said contract.

Table 2: Number of estimated Data lines

Maximum Mega Bytes (relevant speed Data Lines not less than 4G)	Quantity	Average Substription	Total Excl VAT	Total Incl VAT
3gig unlimited without Modem	300			
<i>Relevant speed data lines must be on a capped package and must be disabled to make calls.</i>				

## 7. Required data package

Packages with a minimum of relevant speed of data not less than 4G per month. USB Modem with the following minimum specification

- HSPA+/HSDPA/HSUPA/ relevant speed data line not less than 4G/EDGE/GPRS

## 8. EVALUATION OF PROPOSALS

### 8.1 EVALUATION PROCESS

- 8.1.1 Following the Closing Time, the Legislature intends to evaluate the Tenders received. . Tenders will be evaluated against the Evaluation Criteria specified under the section “Evaluation Criteria”.
- 8.1.2 Without limiting the Legislature’s rights in the RFP, the Legislature may at any time during the evaluation Process choose to accept one or more of the Tenders.
- 8.1.3 Unless the Evaluation Criteria explicitly require, the Legislature may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
- 8.1.4 A bidder’s response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the Legislature. The commencement of negotiations by the Legislature with one or more other Bidders is not to be taken as an indication that any particular Bidders Response has not been successful.

### 8.2 EVALUATION CRITERIA

- 8.2.1 The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
- 8.2.2 In evaluating Bidders Responses, the Legislature will have regard to:
  - a) Specific evaluation criteria identified in the list below;
  - b) the overall value for money proposition presented in the Bidders Response; and
  - c) particular weighting assigned to any or all of the evaluation criteria specified below.
- 8.2.3 For the purposes of this RFP clause 10.2.4, ‘value for money’ is a measurement of financial and non-financial factors, including:
  - a) Quality levels; and
  - b) Performance standards.
- 8.2.4 Value for money will be assessed on a ‘whole of life’ basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the Legislature and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.

- 8.2.5 Administrative compliance will be determined in accordance with the conditions listed in this RFP.
- 8.2.6 The evaluation criteria will be in line with the PPPFA, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations 2017.
- 8.2.7 Evaluation will be based on a point system and two-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the minimum threshold of the functionality evaluation criteria to be declared responsive and qualify to the next evaluation stage.
- 8.2.8 The value of this bid is estimated not to be above R 50,000,000 over the life of the contract and therefore the 80/20 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

Evaluation element	Weighting	Threshold
Technical proposal (Functionality)	100%	70%

### 8.3 FUNCTIONALITY EVALUATION

The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the bidder.

No.	EVALUATION CRITERIA	WEIGHT
1.	<b>Provincial footprint with branches in all major cities</b> ( <i>0.5 points for each city up to a maximum of 5 points</i> ).	10
2.	<b>List of six (5) contactable corporate client references</b> ( <i>elaborate on the account held client stating the number of lines in the account, the age of the account, its nominal value, contact details of the clients account administrator</i> ).	5
3.	<b>Management and operational plan provided to demonstrate the provision of the service.</b>	10
4.	<b>Dedicated Account Manager to manage the contract/account</b> a) Role and responsibility b) Experience c) Location & Contact details	5
5.	<b>Voice &amp; Data Packages (offerings):</b> a) Connection fees waived b) SIM card fee waived c) CLI fee waived d) Itemised billing waived	5
6.	<b>Discount on contract fees (Voice &amp; Data)</b> a) Up to 5% discount on contract fees b) 5.1% - 10% discount on contract fees c) 10.1% - 15% discount on contract fees d) More than 15% discount on contract fees	15
7	<b>Innovation and value added services</b> The unique and effective method of delivering on this contract through innovation and value add.	5

8	<b>Corporate Social Responsibility</b> (provide a list and evidence of the CSR projects that the organisation is involved in. Indicate who the beneficiaries are and the type of aid they received through the programmes.)	5
<b>Total</b>		

## 8.4 PRICE EVALUATION

Price points will be calculated on the total estimated price using the combination of cellular voice / data packages and handsets for an estimated total of **298** voice and **300** data contracts for a period of two (2) years.

## 9. FINANCIAL REQUIREMENTS

As part of the financial proposal the following must be added to the final proposal in the following format for each package or similar package

Per package charges breakdown: <b>SERVICE</b>	<b>FEES</b>	<b>INDICATE MONTHLY / ONCE OFF</b>
Monthly service charge:		
Voice		
Data bundle		
SIM Card		
Sim Connection Charge		
Itemized billing		
CLI (Caller Line identity)		
Handset: (percentage)		

<b>Maximum Subscription</b>	<b>Discount (%)</b>	<b>Data Bundles (Mega Bytes)</b>	<b>Subscription Amount (Incl. Vat)</b>	<b>Price Range of Free Handset</b>	<b>Total Monthly Invoice Price</b>
Unlimited		1gig			
R 1500		1 gig			
R 1200		1gig			
R 750		500 MG			
R 500		500 MG			

## 10. COST PROPOSAL CONTENT

The cost proposal will be used in the evaluation of the Request for Proposal and will be used as a basis for the negotiated agreement. Each cost proposal should contain the following as a minimum:

- Describe how the Legislature will be charged for the service required by providing a price structure. All charges must be specified and priced separately. The above table is an indicator of the preferred price breakdown
- Describe how the Legislature will benefit from cost savings by accepting the Service Provider's pricing structure, including discounts, waivers, etc.

- c) Provide various types of services or options, discounts and additional information that will allow cost savings towards the Legislature.
- d) Provide direct costs, discounts, benefits, availability of services (e.g. 24 hours per day), including a toll free number or any other contact method to access these services.
- e) Describe and provide any indirect costs.
- f) Describe any daily, weekly, monthly rates applicable to providing the service.
- g) Provide a summary budget breakdown reflecting the expected total monthly account payment for voice lines and data contracts taking into account the number of existing lines.

## 11. FINANCIAL SPECIFICATION

Please set out costings of your proposed solution in the fields outlined below. The proposed costings should be based on providing a solution for **298** voice and **300** data contracts users. Costings should include:

- (a) Handsets
- (b) Tariffs including data and SMS bundles – phones
- (c) Roaming charges & international call and data bundles
- (d) Administration set up costs (if applicable)
- (e) Mobile management costs/administration
- (f) Billing platform costs
- (g) Contract buy out costs
- (h) Please quote on the basis of 12 month for the 10VIP lines and 24 month for the rest of the contracts
- (i) The cost should be detailed as well as any recommendations for lowering call cost.

## 12. Costing of Entire Contract

Is your quote based on 12 month, 24 month or both types of contracts? Y ☐ N ☐

Monthly recurring account charges (rental, voice call, data & sms bundle and all associated costs)

12 month x 10 VIP Lines	R_____
24 month x10 VIP Lines	R-----
24 month x 254 Lines (different packages)	R_____
24 month x 215 Data Lines	R_____

Cost per package breakdown in line with above table paragraph 9, to be attached to the financial proposal

**Total Estimated account spend per month: R\_\_\_\_\_**

**Total Estimated spend over life of contracts: R\_\_\_\_\_**

ANNEXURE A-1

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

7. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the KwaZulu-Natal Legislature in accordance with the requirements and specifications stipulated in bid number **KZNL05/2020** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1.....

3. ....

DATE:.....

# **CONTRACT FORM PURCHASE OF GOODS/WORKS**

## **PART 2 (TO BE FILLED IN BY THE PURCHASER)**

6. I ..... in my capacity  
as.....

accept your bid under reference number ..... dated .....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

7. An official order indicating delivery instructions is forthcoming.

8. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	
<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	
<b>BRAND</b>	
<b>DELIVERY PERIOD</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION &amp; CONTENT (if applicable)</b>	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

### **WITNESSES**

3. ....

4. ....

DATE .....

## ANNEXURE B

### 1.Returnable documents (Minimum Compulsory Requirements)

Prospective Service Providers **MUST** provide information in the under-mentioned sequence.

- 1.1 Approach, methodology and understanding of the scope of work demonstrating capacity and implementation plan..
- 1.2 Capacity to manage operations.
- 1.3 Reference Projects with contactable references.
- 1.4 The following information **MUST** also be furnished:
  - 1.4.1 Bid document, duly completed;
  - 1.4.2 Company Profile;
  - 1.4.3 Valid Tax Clearance Certificate and pin. CSD report and MAAA number
  - 1.4.4 BEE Verification Certificate from a recognized certification Institution.
  - 1.4.5 Company registration certificate
  - 1.4.6 Proof of affiliation with professional bodies (where applicable)
  - 1.4.6 Company profile containing the following.
    - a. Service provider name and address
    - b. Company / organizational structure
    - c. Commencement date of business
    - d. Certificate of Incorporation
    - e. Service provider contact details Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the service provider organization responsible for leading the bid process and to whom all correspondence should be directed.
    - f. Submit CV/s of proposed staff member/s to be allocated for this project, including years of experience

### 2.Submission of Bids

Bids must be deposited in the bid box by no later than 11:00 on 7 September 2020 and only those bids deposited by the closing time will be considered. Bidders must allow at least 30 minutes to park and enter the Legislature Administration Building due to security measures that are in effect, and no late bids will be accepted. Bids will be opened in the Supply Chain Management immediately after closing.

#### 2.1 Bid submission requirements

Service Providers are required to submit their proposals in two envelopes in the following format:

##### 2.1.1 Envelope 1: Technical proposal

Marked with the name of the Service Provider; titled ‘Technical proposal: for the **“Description of bid”**  
This envelope must contain at least the following:

- a) A signed covering letter, covering the following:
  - (i.) Accepting the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference;
  - (ii.) attaching a **tax clearance certificate for tenders** from South African Revenue Services for the Service provider/s and all South African firms to be subcontracted to it for this assignment, or all South African firms participating in a joint venture for purposes of this bid;
  - (iii.) providing full contact details of the Service Provider/s.
- b) Project comprehension and project management plan in line with the above, including:
  - (i.) the Service Provider’s understanding of the terms of reference, and any proposals for amendments to the terms of reference that would enhance desired outcomes

- (ii.)how the Service provider proposes to manage the set of deliverables outlined in the terms of reference;
- (iii.)addressing all elements covered in the scope of works and all deliverable documents;
- (iv.)a proposed outline work plan with timetable for delivery if applicable;
- (v.)how the Service Provider members will be supervised;
- (vi.)any innovative ideas for how the project and ensuing contract can best achieve its objectives.

### **2.1.2 Envelope 2: Price proposal**

Marked with the name of the service provider; titled: **‘Price proposal: for the “Description of bid”.**

This envelope must contain:

- a) A signed covering letter, covering the following:
  - (i.) Proposed pricing table giving a cost breakdown over the term of contract including VAT in the total price quoted.

### **3.Conditions of Bidding**

- a) The service provider must be a single legal entity with all other necessary expertise secured via subcontract, or under a joint venture arrangement.
- b) Tax clearance certificates dated within twelve months of the closing date of this bid must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
- c) Bids must be submitted in South African Rands, on a fixed price basis and must be inclusive of VAT.
- d) The Legislature is not bound to accept any of the bids submitted, and reserves the right to call for best and final offers from short-listed bidders before final selection.
- e) The Legislature reserves the right to call for presentation / interviews with short-listed bidders before final selection.
- f) Service providers may only ask for clarification on these terms of reference at the briefing session.
- g) Late submissions will be NOT be accepted under any circumstances.

### **4.Evaluation Process**

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2017 will apply in the evaluation and adjudication of this bid (90/10 preferential point system). The KZN Legislature reserves the right not to accept any bid or part of bids as detailed above in **“SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS”** of the bid.

Due to the nature of this bid, the 90 points from the 90/10 preference point system will not be used to calculate points for price, as there are no prices to calculate only the standard prices given. Only the 10 points of the 90/10 preference point system will be considered.

The bids will be evaluated for functionality as detailed below and will be evaluated and adjudicated as follows:

### **Phase 1: Minimum Compliance Requirements**

The Bid Evaluation Committee will assess compliance with the Minimum Compulsory Requirements as outlined in above. Bidders who do not comply with the minimum compulsory requirements will be disqualified and will not proceed to Phase 2 in the bid evaluation process.

## Phase 2: Evaluation of Functionality

The evaluation of the bids must be conducted in the following two stages:

- a. Minimum scoring: A service provider who fails to score a minimum of 70 % on functionality will be disqualified at this stage and will not proceed to the next stage of the evaluation process which is the preference point allocation stage.
- b. ONLY those bids that obtain a minimum score for functionality will be considered to be placed on the panel of service providers. Thereafter, the 10 points In terms of the 90/10 preference point system as embodied in the Preferential Procurement Regulations, 2011 will be considered.

Thereafter the qualifying bids will be evaluated in terms of the relevant preferential point system in respect of allocation of price and preference points. The bidder must ensure that a valid BB-BEE verification certificate is attached.

**Note:** All bidders must attach a detailed proposal (including documents identified above *Minimum Compulsory requirements*).

## Phase 3: Bid Adjudication Process

A list of bidders will be compiled from highest to lowest score, which the Bid Evaluation Committee will review and recommend the successful bidder/s to the Bid Adjudication Committee for award. Once approved, bidders will be notified of the award.

## ANNEXURE C

### GENERAL CONDITIONS OF CONTRACT1

**THE NATIONAL TREASURY**  
**Republic of South Africa**



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### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010**

#### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

---

<sup>1</sup> A copy of the complete document set containing the General Conditions of Contract is available on [www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/)

## **GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

ANNEXURE B

## GENERAL CONDITIONS OF CONTRACT2

THE NATIONAL TREASURY

Republic of South Africa



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
July 2010**

### NOTES

The purpose of this document is to:

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29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices